

***RA7**

AMENDMENT TO AGREEMENT 1
FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 17th day of April 2007, by and between the City of Milpitas and the Milpitas Redevelopment Agency, a municipal corporation of the State of California (hereafter referred to as "CITY") and Brian Kangas Foulk Engineers (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional design services on April 5, 2005, for the Midtown North Main Street Improvements (Project No. 8165) with a total compensation for Basic Services, Additional Services, Reimbursable Services, and Contingency not to exceed \$773,371.00 on April 5, 2005.

WHEREAS, the parties now desire to amend the Agreement to allow the CONSULTANT to provide additional professional services as outlined in Exhibit "A-1", construction support, field surveying, compile record drawings and other design services for the phase I Improvements.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Section 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on May 1, 2008

2. Section 1, entitled "Services" is amended by adding Exhibits "**A-1**", which are attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "**B-1**", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibits "**A-1**" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibits "**B-1**" shall be **\$50,000.00**.

4. All other provisions of the Agreement shall remain in full force and effect. This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

As to Content:

Mark Rogge
Capital Improvement Manager

Natalina Bernardi
Principal/Vice President

Thomas C. Williams
City Manager/Executive Director

Approved as to Form:

Steven T. Mattas
City Attorney/Agency Counsel

Attested By:

Mary Lavelle
City Clerk/Agency Secretary

**Exhibit A-1
Scope of Services**

**Midtown North Main Street Improvements Project
Construction Administration Services
Phase I**

Construction Support Services:

Task 1.1 – Attend Construction Meetings

BKF will attend the construction meetings for the duration of the project. It has been assumed that the meetings will occur weekly for the first month of the project and then bi-weekly for the remaining ten months of construction.

Task 1.2 – Review Submittals and Shop Drawings

We will review all submittals and shop drawings required by the technical specifications within the time frame listed below.

Task 1.3 – Respond to Request for Information

Our scope will include the review and response to contractor requests of information (RFI). This task assumes 25 RFI's will be issued to BKF.

Task 1.4 – Address Construction Issues

BKF will be available to respond to and offer recommendations to construction issues that are brought to our attention.

Task 1.5 – Perform Site Visits

We will be available to visit the site during the construction phase. We have allotted 10 site visits for this task.

Task 1.6 – Attend Punch List Walk-Through

BKF will attend the punch list walk-through and provide a written list of comments and suggestions to City staff.

Task 1.7 – Record Drawings

Upon receiving the Contractor's as-built mark-up, we will prepare and submit mylar as-built record drawings to the City within 3 weeks.

Task 2 – Landscape/Irrigation Consultation

Gates and Associates will provide submittal/shop drawing review as well as respond to RFI's and provide design clarifications for items dealing with the landscape, hardscape layout and irrigation. They will review and approve trees from the nursery, do irrigation inspection and provide punch lists for hardscape, planting and irrigation.

Task 3 – Electrical Consultation

AEC will provide shop drawing/submittal review for the electrical components, as well as provide design clarifications.

Task 4 – Survey Staking Verification (Contingency Item)

Survey staking verification is a contingency item and our attached summary of fees reflects providing a survey crew for 2 days.

For the purpose of this agreement amendment the City will use the following standards along with other requirements set forth in this Agreement and accepted professional standards to evaluate the performance of the consultant.

- Review and respond to Contractor's RFI, RFQ, CCO within a maximum of 10 business days, routine items should be responded to in 5 business days.
- Review and respond to Submittals and Shop Drawings within a maximum of 10 business days, routine items should be responded to in 5 business days.
- Review and respond to Notice of potential claim within 5 business days.
- Provide required design changes within 4 business days.
- Attend field visits the next business day when requested by the City.
- Attend specialty meetings the next business day when requested by the City.

Exhibit B-1

Compensation

TASK 1	PIC	PM	Eng III	Eng II	Eng I	Eng Tech	Clerical	Surv	Tot Hrs	Cost
Rate/hr	\$ 182	\$ 148	\$ 125	\$ 111	\$ 97	\$ 109	\$88	\$228	Hours	
Task 1.1	24	48							72	\$ 11,472
Task 1.2	4	12		30	4		4		54	\$ 6,574
Task 1.3	4	30		20	6		4		64	\$ 8,322
Task 1.4	4	10		6					20	\$ 2,874
Task 1.5	6	18		10					34	\$ 4,866
Task 1.6	2	2							4	\$ 660
Task 1.7		2		6		14			22	\$ 2,488
Subtotal	44	122	0	72	10	14	8	0	270	\$ 37,256

	Reimbursable Expenses (est @ 5%)	\$ 2,158
Task 2	Gates Landscaping Services (see note 3)	\$ 4,200
Task 3	AEC	\$ 2,250
	BKF Services for Construction Support	\$ 45,864

General Notes:

1. The duration of the construction work is anticipated to be 10 months.
2. Scope excludes providing any material or compaction testing.
3. Scope for David Gates includes reviewing irrigation submittals, approve trees at the nursery and perform inspection on the irrigation system

Task 4 Survey Staking Verification as a Contingency Item

TASK	PIC	PM	Eng III	Eng II	Eng I	Eng Tech	Clerical	Surv	Tot Hrs	Cost
Rate/hr	\$ 182	\$ 148	\$ 125	\$ 111	\$ 97	\$ 109	\$88	\$ 228	Hours	
Task 4		3	4					14	21	\$ 4,136
Subtotal	0	3	4	0	0	0	0	14	21	\$ 4,136

General Notes:

1. Survey staking verification is a contingency item and therefore provided as an estimate of magnitude.
- The above reflects providing a survey crew for 2 days.

CONSULTANT shall, during the term of this AGREEMENT, invoice CITY every four weeks for services performed under this AGREEMENT during the previous four-week period. Providing the services covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, CITY shall pay CONSULTANT the amount shown on the invoice within thirty (30) days of receipt of the invoice.

The monthly invoice shall describe the topics and tasks completed during by consultant and subconsultants. The invoice shall list the hours expended with personnel charge rates, and reimbursable expenses. A budget summary shall be included on the front page of the invoice and shall show the total budget amount, total amount billed to date, and the budget balance. A spreadsheet (attached) shall be used to record the monthly invoices and shall be attached to each invoice.

Services performed under Exhibit A-1 shall be invoiced separately to the attention of: Special Projects, 455 E. Calaveras Blvd., Milpitas CA 95035.

PROJECT NAME:
PROJECT NO:
ACCOUNT NO:

CONSULTANT:
CONTRACT DATE:
CONTACT PERSON:

[illegible]

City of Milpitas
Midtown North Main Street Improvements Project - Phase I
Organization Chart
Construction Support Services

